

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

CK, by his Next Friend
Marisa Springstead,

Plaintiffs,

vs.

Case No.: 20-13301
Hon. David M. Lawson

OAKLAND COMMUNITY HEALTH NETWORK,
DANA LASENBY, Director of Oakland
Community Health Network, in her official
capacity; MICHIGAN DEPARTMENT OF HEALTH
AND HUMAN SERVICES, ROBERT GORDON,
Director of Michigan Department of Health and
Human Services in his official capacity, and
GRETCHEN WHITMER, Governor of Michigan,
in her official capacity,

Defendants.

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**STIPULATED ORDER APPROVING ENTRY OF FINAL JUDGMENT AND
CLOSING CASE**

This matter having come before the Court in an action brought by Plaintiff, CK, by his Next Friend Marisa Springstead (“Plaintiff”) to enforce the terms of a 2018 settlement agreement on the case entitled “*C.K. v. Michigan Dep’t of Heath of Human Servs.*, No. 17-11988,” (the “Settlement Agreement”);

And on August 25, 2021, the Court having entered a preliminary injunction restraining and enjoining Defendants Oakland Community Health Network and Dana Lasenby (“Defendants”) from (1) refusing to comply with the terms of the Settlement Agreement; (2) from failing to enforce contract provisions with Macomb-Oakland Regional Center (MORC) that require MORC to use their own staff to provide Plaintiff’s CLS and Respite services; and (3) from failing to provide Intensive Crisis Stabilization Services to plaintiff C.K. within the time parameters set forth in the settlement agreement;

And the parties having agreed to the entry of a final judgment making the preliminary injunction permanent, in part, to resolve this matter in its entirety;

The parties agree that:

Defendants are permanently enjoined from (1) refusing to comply with the terms of the Settlement Agreement; and (2) from failing to provide Intensive Crisis Stabilization Services to C.K. within the time parameters set forth in the Settlement Agreement.

THE PARTIES FURTHER AGREE THAT in any future enforcement action by Plaintiff, and based on the parties agreement as evidenced by the signatures of their counsel below, OCHN is not required to enforce any contract provisions with Macomb Oakland Regional Center (“MORC”) to supply MORC’s own staff to service CK on those occasions where an OCHN sub-contracted provider cannot staff CK’s CLS and/or In-Home Services requirements, as had been stated in ¶4 of the parties’ 2018 Settlement Agreement.

IT IS FURTHER AGREED THAT this Court shall retain jurisdiction to enforce the terms of the injunctions set forth herein.

THE PARTIES AGREE THAT the Court’s entry of the proposed final judgment incorporating the terms above resolves the last pending matter between the parties and closes the case.

Stipulated and Approved for Entry:

/Simon Zagata
Simon Zagata (P83162)
Attorney for Plaintiff

/Matthew J. Boettcher
Matthew J. Boettcher (P40929)
Attorney for Defendants